

# Exhibit A



Borce Martinoski [REDACTED]

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## Fwd: The Reefs Club Listing Agreement for Review and Signature

2 messages

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Paul Gutierrez | Luxury Haus, Inc [REDACTED]

Wed, Oct 9, 2019 at 5:30 PM

To: M [REDACTED]

----- Forwarded message -----

From: **Michael Chong** [REDACTED]

Date: Wednesday, October 12, 2016

Subject: Fwd: The Reefs Club Listing Agreement for Review and Signature

To: Tony Gutierrez [REDACTED], Paul Gutierrez [REDACTED], Liz Drada [REDACTED]

Tony:

This has to be signed by you, Paul and Edith.

Pls sign this immediately -- today.

Then we can send it to Edith.

Thank you,

Michael

----- Forwarded message -----

From: **Marlene Bicchieri** [REDACTED]

Date: Wed, Aug 17, 2016 at 2:53 PM

Subject: The Reefs Club Listing Agreement for Review and Signature

To: [REDACTED]

Dear Tony, Michael and Dennis,

We will be sorry to see you and your family leave The Reefs Club.

I have attached Listing Agreement for the sale of your three-bedroom residence share 424 #B-4-E for your review and signatures by Tony, Edith and Paul.

Please contact me with any questions you may have regarding the attached.

Many thanks and kindest regards,

Marlene

Many thanks and kindest regards,

Marlene Bicchieri  
Sales Associate/Office Administrator

Local: [REDACTED]

Toll Free: [REDACTED]

Mobile: [REDACTED]

Mobile (USA - when in States): [REDACTED]

Skype: [REDACTED]

E-mail: [REDACTED]

[www.reefsclub.com](http://www.reefsclub.com)

Readers' Choice Award #1 Atlantic Resort (2014, 2013)

Sincerely,

Michael

Michael K. Chong, Esq.



[mkclawgroup.com](http://mkclawgroup.com)

**MKC Law Group LLC**

**Law Offices of Michael K. Chong, LLC**

***Fort Lee Office:***

2 Executive Drive, Suite 720, Fort Lee, New Jersey 07024

Ph: (201) 947-5200 Fx: (201) 708-6676

***Hoboken Office:***

300 Hudson Street, Suite 10, Hoboken, New Jersey 07030

Ph: (201) 203-7476 Fx: (201) 708-6676

**New York Office:**

1250 Broadway, 36th Fl., Suite 300, New York, New York 10001

Ph: (212) 726-1104 Fx: (212) 726-3104

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**LUXURY Haus, Inc**

*WHERE THE CARS ARE THE STARS*

**Paul Gutierrez**

**Vice President**

335 Grand Ave

Leonia, NJ 07605

P: [REDACTED]

C: [REDACTED]

F: [REDACTED]

LuxuryHaus.com



**The Reefs Club B-4-E GUTIERREZ LISTING AGREEMENT.docx**  
141K

**Paul Gutierrez | Luxury Haus, Inc** [REDACTED]

To: [REDACTED]

Mon, Oct 28, 2019 at 10:28 AM

[Quoted text hidden]



**The Reefs Club B-4-E GUTIERREZ LISTING AGREEMENT.docx**  
141K

# Exhibit B



## SALES LISTING AGREEMENT

1. I/We authorize The Reefs Club Limited to act as the agent and be given the right and authority to sell that certain real and personal property know as:

Address: 424/B-4-E (Three Bedroom Share) at The Reefs Club; 56 South Road;

Southampton Parish, Bermuda SN 02

Vendor(s): Antonio L. Gutierrez and Edith Gutierrez and Paul Gutierrez

Vendor(s) Address:

Telephone # (s): (Mr. Gutierrez

(MKC Law Group; Mr. Michael Chong and Mr. Dennis Cho

Email Addresses:

The Listing Price **\$400,000.00 USD** to include but not limited to the inventory of fixtures fittings and furnishings listed in the **Eighth Schedule in the Deed of Conveyance** to be provided by the Vendor and situate in the Property.

**Please Note** - It is common practice in Bermuda that Stamp Duty and Conveyance Fees are shared equally between the Vendor/Purchaser. **Vendor acknowledges this practice in Bermuda; however, Vendor will not agree to share these expenses with Purchaser at signing of this Agreement.**

2. I/We agree to list the above property with The Reefs Club Limited as initialed below:
- (a) Sole Listing beginning on to expire (date one year from start date) **August 17, 2016 –August 16, 2017**. The Reefs Club Limited is the only licensed agent authorized to sell property and commission is payable in any event of sales during the listing period and subject to 4B below.
3. That in consideration of this agreement The Reefs Club Limited and Vendor agree to a Sole Listing with the Vendor to receive the following:
- Best efforts to promote listing to proprietary The Reefs Club database
  - Best efforts to promote listing to The Reefs Resort & Club Owners and Guests
  - Exposure from The Reefs Club sales office on site premise
  - Exposure from The Reefs Club website
4. That in consideration of this Agreement the Vendor agrees:
- (a) To pay The Reefs Club Limited at the time of Closing of the sale of the property, a commission of 10% of the gross purchase price accepted by the Vendor. The Sales Commission is also due and payable to The Reefs Club Limited, should an introduction and a subsequent sale of the property be completed.



- (b) To inform The Reefs Club Limited immediately in writing should the property be taken off the market or should any of this agreement, or the property change.
  - (c) To co-operate with the agent in carrying out this contract
5. The Signatory(ies) represents and warrants that they are the owner(s), or have the authority to bind the owner(s) by executing this agreement.
6. Should the Vendor breach this contract during the term of the listing or decides, for bona fide change of circumstance, not to sell, then The Reefs Club Limited reserves the right to charge the Vendor for all reasonable and proper costs incurred in marketing the property.
7. If the completion of the sale of the property shall not take place as provided by a duly signed and executed Sales Agreement, the Vendor shall be entitled to have paid to him, three quarters' of the deposit as agreed liquidated damages for the Purchaser's breach of contract and the Agent shall be entitled to one quarter thereof, in remuneration for its efforts on behalf of the Vendor in this transaction.
8. In the case where the Vendor defaults on a fully executed Sale & Purchase agreement, the Agent shall be entitled to 10% of the purchase price to be paid him by the Vendor on demand.
9. The Vendor represents and warrants that no development has been carried out on the Property without or contrary to the grant of planning permission or in contravention of any zoning restrictions building codes or regulations within the period of six years immediately prior to the date of this agreement.
10. Electrical system: Are you aware of any problems or repairs needed in the electrical system? Yes/No  
If yes, please specify: **No**
11. Plumbing System: Are you aware of any leaks or other problems relating to any of the plumbing items? **No**.
12. Are the appliances in good working order? **Yes**
13. **Special Conditions: (if any):**
  - **1/10th share in the Property and a 1/10th share in the Chattels.****Please include any other incentives you would like to offer Purchaser:**
  - Upon 10% Deposit being paid; Sale and Purchase Agreement Signed, Applications (if applicable) and Reference Letters submitted to Sales Office:  
Purchaser may enjoy unlimited Space Available and Short Notice Vacations for current April 1, 2016-March 31, 2017 Club Year commencing January 7, 2017.
  - If Purchaser goes forward before February 1, 2017, Vendor will permit Purchaser to submit their Three Planned Vacations and First of Unlimited Space Available Vacation Requests on February 1, 2017.

This Property is offered for sale without regard to race, age, handicap, colour, religion, sex, family status, or national origin. **Bermuda Law** and The Reefs Club Limited policy prohibit placing any such restrictions on showings or information about the availability of listed properties.



.....  
**Signed on behalf of The Reefs Resort & Club**

.....  
**Antonio L. Gutierrez\***

.....  
**Date**

.....  
**Edith Gutierrez\***

.....  
**Paul Gutierrez\***

Date.....

**\*signatories/Vendors noted in paragraph 5**  
**Acknowledge receipt of a copy of this Agreement**



# Exhibit C



## SALES LISTING AGREEMENT

1. I/We authorize The Reefs Club Limited to act as the agent and be given the right and authority to sell that certain real and personal property know as:

Address: 424/B-4-E (Three Bedroom Share) at The Reefs Club; 56 South Road;

Southampton Parish, Bermuda SN 02

Vendor(s): Antonio L. Gutierrez and Edith Gutierrez and Paul Gutierrez

Vendor(s) Address: [REDACTED]

Telephone # (s): [REDACTED] (Mr. Gutierrez

[REDACTED] (MKC Law Group; Mr. Michael Chong and Mr. Dennis Cho

Email Addresses: [REDACTED]

The Listing Price **\$400,000.00 USD** to include but not limited to the inventory of fixtures fittings and furnishings listed in the Eighth Schedule in the Deed of Conveyance to be provided by the Vendor and situate in the Property.

Please Note - It is common practice in Bermuda that Stamp Duty and Conveyance Fees are shared equally between the Vendor/Purchaser. Vendor acknowledges this practice in Bermuda; however, Vendor will not agree to share these expenses with Purchaser at signing of this Agreement.

2. I/We agree to list the above property with The Reefs Club Limited as initialed below;

(a) Sole Listing beginning on to expire (date one year from start date) ~~August 17, 2016~~ *December 28, 2016* - *December 29, 2016* - August 16, 2017. The Reefs Club Limited is the only licensed agent authorized to sell property and commission is payable in any event of sales during the listing period and subject to 4B below.

3. That in consideration of this agreement The Reefs Club Limited and Vendor agree to a Sole Listing with the Vendor to receive the following:

- Best efforts to promote listing to proprietary The Reefs Club database
- Best efforts to promote listing to The Reefs Resort & Club Owners and Guests
- Exposure from The Reefs Club sales office on site premise
- Exposure from The Reefs Club website

4. That in consideration of this Agreement the Vendor agrees:

- (a) To pay The Reefs Club Limited at the time of Closing of the sale of the property, a commission of 10% of the gross purchase price accepted by the Vendor. The Sales Commission is also due and payable to The Reefs Club Limited, should an introduction and a subsequent sale of the property be completed.



- (b) To inform The Reefs Club Limited immediately in writing should the property be taken off the market or should any of this agreement, or the property change.
  - (c) To co-operate with the agent in carrying out this contract
5. The Signatory(ies) represents and warrants that they are the owner(s), or have the authority to bind the owner(s) by executing this agreement.
6. Should the Vendor breach this contract during the term of the listing or decides, for bona fide change of circumstance, not to sell, then The Reefs Club Limited reserves the right to charge the Vendor for all reasonable and proper costs incurred in marketing the property.
7. If the completion of the sale of the property shall not take place as provided by a duly signed and executed Sales Agreement, the Vendor shall be entitled to have paid to him, three quarters' of the deposit as agreed liquidated damages for the Purchaser's breach of contract and the Agent shall be entitled to one quarter thereof, in remuneration for its efforts on behalf of the Vendor in this transaction.
8. In the case where the Vendor defaults on a fully executed Sale & Purchase agreement, the Agent shall be entitled to 10% of the purchase price to be paid him by the Vendor on demand.
9. The Vendor represents and warrants that no development has been carried out on the Property without or contrary to the grant of planning permission or in contravention of any zoning restrictions building codes or regulations within the period of six years immediately prior to the date of this agreement.
10. Electrical system: Are you aware of any problems or repairs needed in the electrical system? Yes/No  
If yes, please specify: No
11. Plumbing System: Are you aware of any leaks or other problems relating to any of the plumbing items? No.
12. Are the appliances in good working order? Yes
13. **Special Conditions: (if any):**

**1/10th share in the Property and a 1/10th share in the Chattels.**


**Please include any other incentives you would like to offer Purchaser:**

- Upon 10% Deposit being paid: Sale and Purchase Agreement Signed, Applications (if applicable) and Reference Letters submitted to Sales Office:  
Purchaser may enjoy unlimited Space Available and Short Notice Vacations for current April 1, 2016-March 31, 2017 Club Year commencing January 7, 2017.
- If Purchaser goes forward before February 1, 2017: Vendor will permit Purchaser to submit their Three Planned Vacations and First of Unlimited Space Available Vacation Requests on February 1, 2017.

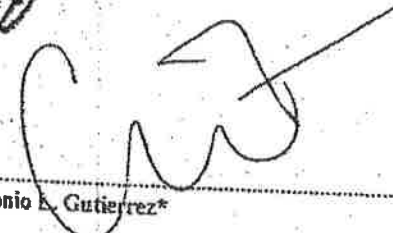
This Property is offered for sale without regard to race, age, handicap, colour, religion, sex, family status, or national origin. Bermuda Law and The Reefs Club Limited policy prohibit placing any such restrictions on showings or information about the availability of listed properties.






  
Signed on behalf of The Reefs Resort & Club

1/6/2017  
Date

  
Antonio L. Gutierrez\*

  
Edith Gutierrez\*

  
Paul Gutierrez\*

Date 12/29/2016

\*signatories/Vendors noted in paragraph 5  
Acknowledge receipt of a copy of this Agreement

# Exhibit D

## **SALE AND PURCHASE AGREEMENT**

*BETWEEN:-*

**VENDOR: Antonio L. Gutierrez and Edith Gutierrez  
and Paul Gutierrez**

*- AND -*

**PURCHASER: Andrew C. Campbell and Jennifer B. Campbell and  
Richard A. Campbell and Thomas W. Campbell**

*-AND-*

**COMPANY: THE REEFS BEACH CLUB LIMITED**

**RE:Unit 424 #B-4 (1/10<sup>th</sup> share designation E)**

MJM Limited  
Barristers & Attorneys  
Thistle House  
4 Burnaby Street  
Hamilton, Bermuda

## **SALE AND PURCHASE AGREEMENT**

### **1. THE PARTICULARS**

The Bermuda Bar Association General Conditions of Sale January 2003 are incorporated in this Agreement save where modified in accordance with the Special Conditions below.

**The Agreement Date:** April 21, 2017

**The Vendor: Name:** Antonio L. Gutierrez and Edith Gutierrez  
and Paul Gutierrez

**Address:** [REDACTED]

**Nationality:** US citizens

**The Purchaser: Name:** Andrew C. Campbell and Jennifer B. Campbell and  
Richard A. Campbell and Thomas W. Campbell

**Address:** [REDACTED]

**Nationality:** British

**The Company: Name:** THE REEFS BEACH CLUB LIMITED

**Address:** 56 South Road, Southampton SN02, Bermuda

**The Property: Tenure:** Freehold

**Description:** ALL THAT one tenth share in **Unit 424#B-4-  
(fraction designation E)** at The Reefs Club, 56  
South Road, Southampton SN02, Bermuda as the  
same is more particularly described in the  
Conveyance and outlined on the Plan TOGETHER  
WITH the rights and privileges thereto belonging  
and the fixtures and fittings as described in the  
Conveyance **SUBJECT TO** the exceptions  
reservations covenants and conditions more  
particularly described in the Conveyance

**V.A.N.:** 092188419 for the estate as a whole

**The Chattels:** A one-tenth share in the items on or at the Property specified in the Conveyance

**The Purchase Price:** US \$260,000.00

**The Deposit (10% of purchase price):** US \$26,000.00

**The Balance:** US \$234,000.00

**The Completion Date:** Within 14 days following the receipt of the Licence in accordance with Special Condition 4.6

**The Attorneys:** MJM Limited

**The Stakeholder:** The Attorneys

**Location of Title Deeds:** The Attorneys

## **2. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires, the terms appearing in the Particulars shall have the meanings specified therein, and:

- 2.1 'Interest Rate' means seven per centum (7%) per annum;
- 2.2 'Completion Money' means the Balance as adjusted by all other sums payable by the Vendor and the Purchaser to each other pursuant to the provisions of this Agreement;
- 2.3 'Planning Act' means the Development and Planning Act 1974;
- 2.4 'Actual Completion Date' means the date of actual completion whenever it occurs;
- 2.5 'Working Day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or any other Public Holiday;
- 2.6 'Conveyance' means the conveyance dated 4<sup>th</sup> November 2014 made between the Company the Vendor the Bank of N.T. Butterfield & Son Limited;
- 2.7 'Notice to Complete' means a notice requiring completion of this Agreement in accordance with General Condition 14;
- 2.8 'Plan' means the plan marked 'Plan B' annexed to the Conveyance;
- 2.9 'General Conditions' means the Bermuda Bar Association General Conditions of Sale January 2003 which shall apply to this Agreement;



- 2.10 'Unit' means any residential unit to be erected upon the Estate;
- 2.11 'Unit Share' means a one-tenth share in a Unit;
- 2.12 'the Estate' means the estate as more particularly described in the First Schedule of the Conveyance;
- 2.13 'Company' means The Reefs Beach Club Limited which is a local Bermuda company which owns the land and premises comprising the Estate;
- 2.14 'the Reservation Policy and Procedures' means the regulations to be substantially concerning the occupancy of the Units including the Property;
- 2.15 expressions 'the Vendor' and 'the Purchaser' include their respective successors in title and permitted assigns;
- 2.16 The Interpretation Act 1951 shall apply unless specifically varied herein;
- 2.17 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several liabilities of those persons;
- 2.18 unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulation or order made under that statute, and any general reference to a statute includes any regulation or order made under that statute;
- 2.19 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation save for the headings 'The Particulars' and 'The Special Conditions';
- 2.20 any reference to a clause or a condition or a paragraph or a schedule is to one in this Agreement so numbered;
- 2.21 any sum referred to in this Agreement in United States Dollars (US\$) is the equivalent of the same sum in Bermuda Dollars (BD\$) at the official exchange rate;
- 2.22 where a capitalized term appears in this Agreement and is not defined herein, such term will have the meaning ascribed to it in the Conveyance.

3. **AGREEMENT FOR SALE**

The Vendor agrees to sell and the Purchaser agrees to buy the Property and the Chattels (if any) at the Purchase Price in accordance with the terms of this Agreement. The Vendor agrees to include in this sale, for Purchaser's immediate use and control, the three (3) Planned Vacations, Unlimited Space Available and Short Notice Vacations for the March 31, 2017-March 30, 2018 Club Year for Purchaser to book based on availability.

The Vendor will book and use one Short Notice or one Space Available Vacation prior to Closing in order to come to The Reefs Club to empty out their personal storage trunk.

4. **THE SPECIAL CONDITIONS**

4.1 **Conflict**

Where there is a conflict between these Special Conditions and the General Conditions of this Agreement, the Special Conditions prevail.

4.2 **Encumbrances**

The Property is sold subject to all easements, covenants, conditions, restrictions and stipulations contained or referred to in the Conveyance.

4.3 **Capacity of Vendor**

The Vendor holds title to the Property and the Chattels as Beneficial Owner and will transfer in such capacity.

4.4 **Possession**

The Purchaser acknowledges that the Purchaser is buying the Property on the terms set out in the Conveyance and subject to the Reservation Policy and Procedures put in place from time to time by the Company or the Company's managing agent.

4.5 **Conveyance Obligations**

The Purchaser agrees that upon the Completion Date the Purchaser will comply with clause 3.3 of the Conveyance and provide an indemnity in respect of clause 3.9 of the Conveyance.

4.6 **Alien Licence**

The Purchaser is a "Restricted Person" as defined in Part VI of the Bermuda Immigration and Protection Act 1956 and shall with all due diligence and dispatch (**and in any event within 7 days of the date hereof**) cause an application to be made on his behalf to the Minister of Home Affairs for a licence to acquire the Property ("Licence") and will use all reasonable

endeavours to procure the approval of such Licence. If the Licence is not approved within a period of 6 months from the date hereof or within such further period as the Vendor and the Purchaser shall agree in writing then either the Vendor or the Purchaser shall be at liberty by notice to the other to terminate this Agreement and upon such termination the Deposit, together with all interest accrued thereon, shall be forthwith repaid to the Purchaser and thereafter this Agreement shall be at an end and there shall be no further liability or claim between the Vendor or Purchaser with respect to this Agreement.

**4.7 Pre-Emption**

The Company confirms that it waives its right of pre-emption as contained within the Conveyance with respect to the Property.

**4.8 Facsimile Copies of Agreement**

It is agreed that this Agreement may be signed in facsimile form and that facsimile copies of this Agreement bearing the duly attested signatures of the parties hereto will be binding.

**4.9 Legal Fees Stamp Duty and Licence Fee**

- 4.9.1 The Purchaser shall pay the legal fees payable in connection with the conveyance of the Property and Chattels to the Purchaser;
- 4.9.2 The Purchaser shall pay the stamp duty payable on the Deed of Conveyance of the Property to the Purchaser;
- 4.9.3 The Purchaser shall pay the legal fees payable in connection with the application for the Licence (as defined in clause 4.6).
- 4.9.4 The Purchaser shall pay the licence fee charged by the Bermuda Government for the Licence;

**4.10 Sales Commission**

Upon completion of this Agreement the Vendor shall pay a commission of (10% or the Purchase Price) **\$26,000.00** to the Company.

**AS WITNESS** the hands of the parties hereto the day and year first above written

SIGNED by the Vendor in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Antonio L. Gutierrez

SIGNED by the Vendor in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Edith Gutierrez

SIGNED by the Vendor in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Paul Gutierrez

SIGNED by the Purchaser in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Andrew C. Campbell

SIGNED by the Purchaser in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Jennifer B. Campbell

SIGNED by the Purchaser in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Richard A. Campbell

SIGNED by the Purchaser in  
the presence of:

Signature of Witness:

*[Signature]*

*[Signature]*  
Thomas W. Campbell

SIGNED for and on behalf of the Company in  
the presence of:

Signature of Witness:

*[Signature]*  
4/25/17

*[Signature]*  
The Reefs Beach Club Limited

# Exhibit E

**CLOSING STATEMENT - July 17 2017**

Purchase of Reefs Club Unit B-4 (fraction E)  
Southampton, Bermuda

|                                   |           |                   |
|-----------------------------------|-----------|-------------------|
| <b>SALE PRICE</b>                 | <b>\$</b> | <b>260,000.00</b> |
| <b>SUB-TOTAL</b>                  | <b>\$</b> | <b>260,000.00</b> |
| <b>LESS</b>                       |           |                   |
| Club Fees from April 1 to July 17 | \$        | 4,519.68          |
| Storage Trunk Service Fee         | \$        | 250.00            |
| Commission                        | \$        | 26,000.00         |
| <b>NET SALE PROCEEDS</b>          | <b>\$</b> | <b>229,230.32</b> |